

A. G. Contract No. KR911942TRD
ECS File: JPA 91-107
Project No.: M-700-4(3)P
TRACS No.: SS236 01C
Project: 75th Avenue, Indian School
to Camelback Road

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
CITY OF PHOENIX

60410

THIS AGREEMENT is entered into 30 October, 1991,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF PHOENIX, acting by and through its City Council (the
"City").

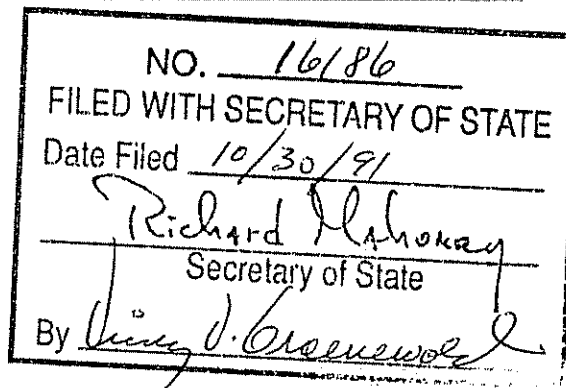
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter Chapter 2, Section 2 to enter
into this agreement and has by resolution, a copy of which is
attached hereto and made a part hereof, resolved to enter into
this agreement and has authorized the undersigned to execute
this agreement on behalf of the City.

3. Congress has authorized appropriations for, but not
limited to, the construction of streets and primary, feeder and
farm-to-market roads; the replacement of bridges; the
elimination of roadside obstacles; and the application of
pavement markings.

4. Such project within the boundary of the City has been
selected by the City; the field survey of the project has been
completed; and the plans, estimates and specifications have
been prepared and, as required, submitted to the Federal
Highway Administration (FHWA) for its approval.



5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The City, in order to obtain federal funds for the construction of the project, is willing to provide the State with the City funds to match federal funds in the ratio required or as finally fixed and determined by FHWA.

7. The work embraced in this agreement and the estimated cost are as follows: ROADWAY RECONSTRUCTION

Estimated Project Cost	\$2,102,509.35
Federal Funds (Mag Limit)	1,100,000.00
2% Surcharge of Total Cost	42,050.00
City of Phoenix funds	1,002,509.35
Non FA funds	495,872.00
Credit on M-700-9(4) (27th Avenue)	(425,000.00)
Credit on BRM-500-8(2) (7th Avenue)	(107,468.82)
Total Phoenix funds	\$1,007,962.53*

* This includes a 2% surcharge on the total cost as per Chief Deputy State Engineer memo of February 2, 1982.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State with the aid and consent of FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of FHWA and the City, award the contract, enter into a contract with a firm to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction of the Highways Division, Arizona Department of Transportation. Further, the State will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in excess of the amount of the City's deposit unless and until so authorized in writing by the City.

2. Prior to the solicitation of bids, the City shall deposit funds with the State in the amount determined by the State to be necessary to match federal funds in the ratio required.

Upon completion of the construction contract, the State shall return to the City any part of the funds deposited by the City remaining after City's pro rata share of the cost, as finally fixed and determined by FHWA, has been paid.

3. The City shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The City shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. The City shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the City.

6. Upon completion of construction, the City shall provide for, at its own cost and as an annual item in its budget, proper maintenance, including, but not limited to, traffic signals, signs, islands, curbs and markings necessary for the purpose of regulating, warning and guiding traffic.

7. The City shall mark and sign school crossings and railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

8. By such regulation as it may by ordinance provide, the City shall regulate parking and not permit vehicles to be left on the street in any manner other than at and parallel with the curb and to restrict parking so as to prevent conflicts with moving traffic at intersections and at such other locations as necessary.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. City assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the construction and construction engineering work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, the City agrees to furnish and provide State with City funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, Arizona 85007

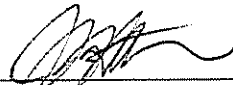
City of Phoenix
City Manager
251 W. Washington Street
Phoenix, AZ 85003


9. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

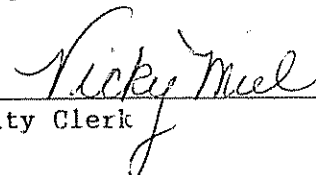
CITY OF PHOENIX a Municipal
Corporation
FRANK FAIRBANKS, City Manager

STATE OF ARIZONA
Department of Transportation

By 
JAMES H. MATTESON, P.E.
Director, Street
Transportation Department

By 
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

Attest

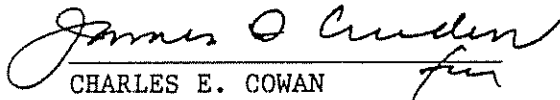
By 
City Clerk

3912j
18SEP91

RESOLUTION

BE IT RESOLVED on this 12th day of August 1991, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities for the design, construction and maintenance of improvements to 75th Avenue from Indian School road to Camelback road.

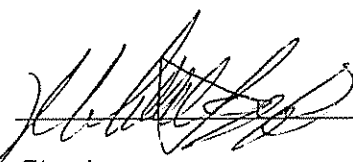
Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


CHARLES E. COWAN
Director

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PHOENIX, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona and the City Charter.

DATED this 16th day of September, 1991.


ACTING City Attorney

SEP 11 10:20 AM

H-977

- GREEN — CITY CLERK
- WHITE — CITY ATTORNEY
- BLUE — CITY MANAGER
- PINK — ACCOUNTS NOTIFICATION
- CANARY — DEPARTMENT NOTIFICATION
- BUFF — DEPARTMENT FILE COPY

33

CITY OF PHOENIX, ARIZONA
REQUEST FOR COUNCIL ACTION

9-18

ALL RCAS MUST BE IN THE CITY MANAGER'S OFFICE BY NOON ON THE TUESDAY, SEVEN DAYS BEFORE THE FORMAL CITY COUNCIL MEETING WITH ALL REQUIRED SIGNATURES COMPLETE THIS FORM PER M P 1906

1 To the City Manager:

DATE September 5 19 91

THE FOLLOWING COUNCIL ACTION IS HEREBY REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☒ FORMAL ACTION

MAJOR STREET PROJECT
INTERGOVERNMENTAL AGREEMENT WITH THE
ARIZONA DEPARTMENT OF TRANSPORTATION (A.D.O.T.)
75TH AVENUE: INDIAN SCHOOL ROAD TO CAMELBACK ROAD

P-871764 and W-892513, District 4

Request to authorize the City Manager to enter into an Intergovernmental Agreement with the State of Arizona through its Department of Transportation for improvements to 75th Avenue from Indian School Road to Camelback Road.

This Federal-Aid Project qualifies for Federal Funds for paving improvements only. The City will bear the entire cost for the waterline construction.

The estimated total cost of the project is \$2,640,431. The breakdown is as follows:

ADOT		
Federal Funds		\$1,100,000
CITY OF PHOENIX		
Water Department Funds	\$495,872	Index Code 892513
Street Transportation Funds	\$512,090	Index Code 871764
Credit on M-700-9(4), (27th Avenue)	\$425,000	
Credit on BRM-500-8(2), (7th Avenue)	\$107,469	
Total Phoenix Funds		\$1,540,431
TOTAL PROJECT COST		\$2,640,431

This request bears the concurrence of the Street Transportation Department Director and the Water and Wastewater Department Director

2 Bid Bond (Surety) Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		3 Bond submitted by low bidder? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		4 Performance Bond (Surety) Required? \$ <u>No</u>	
5 SOURCE OF FUNDS: P-871764 \$512,090 W-892513 \$495,872				12 Recommended by: <u>[Signature]</u> Department/Street Transportation Function: <u>Capital Programs & Research</u> Division Head Signature: <u>[Signature]</u> Department Head Signature: <u>James H. Matheson, P.E./St. Trans.</u>	
INDEX CODE		SUBJECT		PROJECT	
See above for		4 7 0 2			
two index codes					
\$ <u>1,007,962</u>		<input checked="" type="checkbox"/> BUDGETED <input type="checkbox"/> SUPPLEMENTAL <input type="checkbox"/> CONTINGENCY			
6 Emergency Clause? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		7 Requested by: <u>R. Bortfeld</u> Phone # <u>55817</u>		13 Approved as to availability of funds: <u>[Signature]</u> MANAGEMENT & BUDGET DIRECTOR	
IF LESS THAN FIVE COUNCIL MEMBERS ARE PRESENT: <input type="checkbox"/> CONTINUE ONE WEEK <input type="checkbox"/> ADOPT WITHOUT EMERGENCY CLAUSE		8 WP Document #: <u>0208 j PJ</u>		14 Approved: <u>[Signature]</u> Deputy CITY MANAGER	
9 Desired Agenda Date: <u>9/11/91</u>		11 Requisition #:			
10 Formal contract required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Previous contract #			
15 Council action taken: Formal action: RESOLUTION NO. _____ ORDINANCE NO. _____ DATE <u>9/18/91</u> CONTRACT NO. _____ <u>5573</u> <u>F-2766/6137</u> CITY CLERK'S FILE					



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~XXXXXX XXXX~~
~~XXXXXX XXXX~~

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR91-1194TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 2nd day of October, 1991.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section